



# *COMMONWEALTH of VIRGINIA*

## *DEPARTMENT OF ENVIRONMENTAL QUALITY*

### PIEDMONT REGIONAL OFFICE

4949-A Cox Road, Glen Allen, Virginia 23060

(804) 527-5020 Fax (804) 527-5106

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Molly Joseph Ward  
Secretary of Natural Resources

David K. Paylor  
Director

Jeffery Steers  
Regional Director

**STATE WATER CONTROL BOARD  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
Stoney Glen, L.L.C. and Gibraltar Contracting, LLC  
FOR  
Wellspring Subdivision  
VWP Permit 03-2528**

### **SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board, Stoney Glen L.L.C., and Gibraltar Contracting, L.L.C., regarding the Wellspring Subdivision, for the purpose of resolving certain violations of State Water Control Law and the applicable permit and regulations.

### **SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

4. "Discharge" means, when used without qualification, a discharge of a pollutant, or any addition of a pollutant or combination of pollutants, to state waters or waters of the contiguous zone or ocean other than a discharge from a vessel or other floating craft when being used as a means of transportation.
5. "Dredging" means a form of excavation in which material is removed or relocated from beneath surface waters.
6. "Excavate" or "excavation" means ditching, dredging, or mechanized removal of earth, soil, or rock.
7. "Fill" means replacing portions of surface water with upland, or changing the bottom elevation of surface water for any purpose, by placement of any pollutant or material including but not limited to rock, sand, earth, and man-made materials and debris. 9 VAC 25-210-10.
8. "Fill Material" means any pollutant which replaces portions of surface water with dry land or which changes the bottom elevation of a surface water for any purpose. 9 VAC 25-210-10.
9. "Gibraltar Contracting, LLC" means Gibraltar Contracting, LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Gibraltar Contracting, LLC is a "person" within the meaning of Va. Code § 62.1-44.3
10. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
11. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
12. "Permit" or "Virginia Water Protection Permit" means the individual permit number 03-2528, issued under Va. Code § 62.1-44.15:20 that authorizes activities otherwise unlawful under Va. Code § 62.1-44.5 or otherwise serves as the Commonwealth's certification under § 401 of the federal Clean Water Act (33 United States Code ("USC") § 1344.
13. "Pollutant" means any substance, radioactive material, or heat which causes or contributes to, or may cause or contribute to pollution. 9 VAC 25-210-10.
14. "Pollution" means such alteration of the physical, chemical or biological properties of any state waters as will or is likely to create a nuisance or render such waters: (i) harmful or detrimental or injurious to the public health, safety or welfare, or to the health of animals, fish or aquatic life; (ii) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (iii) unsuitable for recreational,

commercial, industrial, agricultural, or other reasonable uses; provided that (a) an alteration of the physical, chemical, or biological property of state waters, or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution, but which, in combination with such alteration of or discharge or deposit to state waters by other owners is sufficient to cause pollution; (b) the discharge of untreated sewage by any owner into state waters; and (c) contributing to the contravention of standards of water quality duly established by the board, are "pollution." Va. Code § 62.1-44.3; 9 VAC 25-210-10.

15. "Property" or "Parcel" means Wellspring Subdivision, located in Chesterfield County, Virginia, recorded in the Chesterfield County Circuit Court Clerk's Office in Page Book 222 at page 10, owned and developed by Stoney Glen, L.L.C.
16. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
17. "Regulations" means the VWP Permit Program Regulations, 9 VAC 25-210 *et seq.*
18. "Significant alteration or degradation of existing wetland acreage or function" means human-induced activities that cause either a diminution of the areal extent of the existing wetland or cause a change in wetland community type resulting in the loss or more than minimal degradation of its existing ecological functions. 9 VAC 25-210-10.
19. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 2.2 (Va. Code §§ 62.1-44.15:20 through 62.1-44.15:23) of the State Water Control Law addresses the Virginia Water Resources and Wetlands Protection Program.
20. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3 and 9 VAC 25-210-10.
21. "Stoney Glen, L.L.C." means Stoney Glen, L.L.C., a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Stoney Glen, L.L.C. is a "person" within the meaning of Va. Code § 62.1-44.3
22. "Surface water" means all state waters that are not ground waters as defined in Va. Code § 62.1-255.
23. "USACE" means the United States Army Corps of Engineers.
24. "Va. Code" means the Code of Virginia (1950), as amended.
25. "VAC" means the Virginia Administrative Code.

26. "Wetlands" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. 9 VAC 25-210-10.
27. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

### **SECTION C: Findings of Fact and Conclusions of Law**

1. Stoney Glen, L.L.C. owns and is developing the Property in Chesterfield County, Virginia.
2. Gibraltar Contracting, LLC is under contract to purchase the Property in Chesterfield County, Virginia.
3. On May 16, 2006, DEQ issued Virginia Water Protection Permit No. 03-2528 to Stoney Glen, L.L.C. The Permit authorized the permanent impacts to 1.14 acres of palustrine forested wetlands, 265 linear feet of perennial stream channel, 1,553 linear feet of intermittent stream channel and the temporary impact to 0.11 acre of forested wetland and 61 linear feet of intermittent stream channel. Impact areas were authorized as depicted on the wetland impact drawing provided by Koontz-Bryant dated September 22, 2004 and received by DEQ on November 4, 2004. The Permit required the purchase of 2.28 acres of wetland credits and 1,818 linear feet of stream credit. The Permit also required notification of construction to DEQ, submitted prior to commencement of activities in permitted impact areas and construction monitoring reports submitted to DEQ in association with the permitted activities.
4. On June 12, 2015, DEQ staff conducted a site inspection and file review:
  - a. Construction in impact areas had commenced;
  - b. Notification of construction submitted prior to commencement of activities in permitted impact areas had not been received;
  - c. Construction monitoring reports submitted in association with the permitted activities had not been received;
  - d. Unauthorized impacts to 0.11 acres of palustrine forested wetland had occurred;
  - e. Erosion and sediment control measures were not maintained in good working order, which resulted in failures that caused eroded sediment to accumulate and impact 125 linear feet of stream bed. This area was not authorized for impact by the Permit; and
  - f. Flagging, to indicate state waters that are not to be impacted, was not being maintained.



5. Part I.II.4 of the Permit states, “[t]he permittee shall submit written notification at least ten calendar days prior to the initiation of land disturbance or construction activities in permitted areas. The notification shall include a projected schedule for initiating and completing work at each permitted impact area.”
6. Part I.H.10 of the Permit states, “[c]onstruction Monitoring Reports shall be submitted to DEQ quarterly. The reports shall be submitted by the 10<sup>th</sup> calendar day of the month after the month in which monitoring takes place...,” and describes the required contents of the reports.
7. Part I.C.24 of the Permit states, “[e]rosion and sedimentation controls shall be designed in accordance with the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992, or the most recent version in effect at the time of construction. These controls shall be placed prior to clearing and grading activities and shall be maintained in good working order, to minimize impacts to surface waters. These controls shall remain in place only until clearing and grading activities cease and these areas have been stabilized.”
8. Part I.C.25 of the Permit states, “[a]ll non-impacted wetlands, streams, and designated upland buffers that are within the project or right-of-way limits, and that are within fifty feet of any project activities, shall be clearly flagged or demarcated for the life of the construction activity within that area. All non-impacted open water areas within the project or right-of-way limits, and that are within fifty feet of any project activities, shall be clearly flagged or demarcated, as practicable, for the life of the construction activity within that area. The permittee shall notify all contractors and subcontractors that no activities are to occur in these marked areas.”
9. Permit Cover Page states, “Impacts result from the construction of road crossings, lot fill, and utility crossings as indicated in the wetland impact drawing provided by Koontz-Bryant dated September 22, 2004 and received by DEQ on November 4, 2004. The project results in the permanent impact of no more than 1.14 acre of forested wetlands, no more than 265 linear feet of perennial stream channel, and no more [than] 1,553 linear feet of intermittent stream channel associated with Timsbury Creek. Temporary impacts resulting from utility line construction results in impacts to no more than 0.11 acre of forested wetland and 61 linear feet of intermittent stream channel.”
10. Va. Code § 62.1-44.15:20 and 9 VAC 25-210-50(A) of the VWP Permit Regulations state that except in compliance with a permit no person shall dredge, fill or discharge any pollutant into or adjacent to surface waters, excavate in wetlands or on or after October 1, 2001, conduct the following activities in a wetland: filling or dumping.
11. On July 13, 2015, DEQ issued NOV No. 15-07-PRO-700 for the violations of the Permit, Part I.H.4, Part I.II.10, Part I.C.24, Part I.C.25, Va. Code § 62.1-44.15:20, and 9 VAC 25-210-50(A).

12. On July 30, 2015, DEQ hosted a meeting with representatives of Stoney Glen, L.L.C. to discuss NOV No. 15-07-PRO-700 and the resolution of the violations.
13. On August 21, 2015, a representative of Stoney Glen L.L.C., proposed to take the following actions within 30 days:
  - a. Remove the fill from approximately 0.11 acres of forested nontidal wetlands located near lots 47 and 37, reseed with a wetland seed mix and mulch;
  - b. Remove the fill from approximately 125 linear feet of stream by manual labor in the area of lot 55;
  - c. Flag all areas of nontidal wetlands and other waters of the U.S. and the Commonwealth that are proposed to not be impacted, as permitted, within the existing phase(s) of the Wellspring subdivision (subsequent phases will also be flagged as they are developed); and
  - d. Bring all construction monitoring reports up to date.
14. On August 26, 2015, DEQ staff called the agent to discuss the proposal. DEQ staff, the Corps of Engineers and the agent discussed modifying the proposal to purchase wetland credits for the 0.11-acre impact in lieu of onsite restoration due to the lack of hydrology and the proximity of the surrounding development to the proposed restoration area.
15. On September 22, 2015, the agent completed a monitoring inspection of the project
16. On February 2, 2016, the contractor completed the soil removal from the stream.. The sediment removal was monitored by the agent.
17. On May 12, 2016, Stoney Glen, LLC completed the purchase of 0.22 wetland credits from Wetland Resource Management for the 0.11-acre wetland impact.
18. On May 15, 2016, the Permit expired.
19. On June 21, 2016, the agent completed a monitoring inspection of the project and submitted to DEQ on July 5, 2016.
20. On July 5, 2016, DEQ received a status update regarding the corrective action. A representative of Stoney Glen, L.L.C. stated that sediment from the stream was removed by hand on February 2, 2016. The letter indicated that 0.22 wetland credits were purchased from Willis River Mitigation Bank on May 12, 2016. Credits were determined to be more ecologically preferable than restoration in this case. The letter also included a previously unsubmitted monitoring report from September 2015. According to the letter, it does not appear that flagging was replaced and does not appear that erosion and sediment controls have been routinely maintained during construction which resulted in the additional impacts. This report also notified DEQ that all impacts had been taken and stabilized in Phase 1 of the development.

21. On July 7, 2016, the agent submitted revised impact map and photos to DEQ documenting the impacts taken within Phase 1.
22. The agent and DEQ discussed the impacts and the NOV the last week of July 2016.
23. The agent's attorney discussed the status of the existing permit and the NOV with members of the DEQ-PRO and Central Office on different occasions between May 1, 2016 and December 1, 2016
24. According to the September 28, 2015 monitoring report and email dated August 2, 2016, a representative of Stoney Glen, L.L.C. reported that permitted impact limits were exceeded at several impact areas. Based on the most recent impact map dated December 7, 2016 by Koontz-Bryant, P.C. exceedances totaled 0.07 acres of permanent forested wetland impacts. The permanent stream impacts have been reduced by 161 linear feet.
25. Part I.A. of the Permit states, "...[a]uthorized impacts are shown in the wetland impact drawing provided by Koontz-Bryant dated September 22, 2004 and received by DEQ on November 4, 2004..."
26. Based on the results of the site inspection, review of the permit file, the meeting with Stoney Glen, L.L.C., and subsequent correspondence, the Board concludes that Stoney Glen, L.L.C. has violated Part I.A, I.H.4, Part I.H.10, Part I.C.24, and Part I.C.25 of the Permit, Va. Code § 62.1-44.15:20, and 9 VAC 25-210-50(A), as described in paragraphs C(1) through C(19), above.
27. In order for Stoney Glen, L.L.C. to complete the project and return to compliance, DEQ staff and representatives of Stoney Glen, L.L.C. have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC and Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$35,988.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall be liable for attorneys' fees of 30% of the amount outstanding.

#### **SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend this Order with the consent of Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC for good cause shown by Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Stoney Glen, L.L.C. and Gibraltar Contracting, LLC admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Stoney Glen, L.L.C. and Gibraltar Contracting, LLC declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Stoney Glen, L.L.C. and Gibraltar Contracting, LLC to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall



waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of any such delay or noncompliance;
  - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by the Director or his designee, Stoney Glen, L.L.C. and Gibraltar Contracting, LLC. Nevertheless, Stoney Glen, L.L.C. and Gibraltar Contracting, LLC agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:

- a. The Director or his designee terminates the Order after Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC has completed all of the requirements of the Order;
- b. Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Stoney Glen, L.L.C and Gibraltar Contracting, LLC.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Stoney Glen, L.L.C. and Gibraltar Contracting, LLC from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Stoney Glen, L.L.C. and Gibraltar Contracting, LLC and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Stoney Glen, L.L.C. certifies that he or she is a responsible official or officer authorized to enter into the terms and conditions of this Order and to execute and legally bind Stoney Glen, L.L.C. to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official or officer of Stoney Glen, L.L.C.
14. The undersigned representative of Gibraltar Contracting, LLC certifies that he or she is a responsible official or officer authorized to enter into the terms and conditions of this Order and to execute and legally bind Gibraltar Contracting, LLC to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official or officer of Gibraltar Contracting, LLC.
15. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
16. By its signature below, Stoney Glen, L.L.C. and Gibraltar Contracting, LLC voluntarily agrees to the issuance of this Order.

And it is so ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Jefferson Reynolds  
Director of Enforcement  
Department of Environmental Quality

Stoney Glen, L.L.C. voluntarily agrees to the issuance of this Order, and agrees to the transfer of VWP permit responsibility, authorization, and liability.

Date: 2/27/17 By: [Signature], Manager-Member  
Stoney Glen, L.L.C. (Title)

Commonwealth of Virginia

City County of Portsmouth

The foregoing document was signed and acknowledged before me this 27<sup>th</sup> day of

February, 2017, by John P. Wright who is

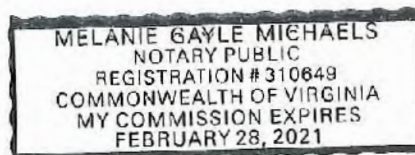
Manager-Member of, Stoney Glen, L.L.C., on behalf of the company.

Melanie Gayle Michaels  
Notary Public

310649  
Registration No.

My commission expires: 2/28/21

Notary seal:





Gibraltar Contracting, LLC voluntarily agrees to the issuance of this Order, and agrees to the transfer of VWP permit responsibility, authorization, and liability.

Date: 2-27-17 By: James W. Atkins Jr., President  
Gibraltar Contracting, LLC (Title)

Commonwealth of Virginia

City County of Portsmouth

The foregoing document was signed and acknowledged before me this 27<sup>th</sup> day of

February, 2017, by James W. Atkins Jr. who is

President of, Gibraltar Contracting, LLC, on behalf of the company.

Melanie Gayle Michaels  
Notary Public

310649  
Registration No.

My commission expires: 2/28/21

Notary seal:

MELANIE GAYLE MICHAELS  
NOTARY PUBLIC  
REGISTRATION # 310649  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
FEBRUARY 28, 2021

MELANIE GAYLE MICHAELS  
NOTARY PUBLIC  
REGISTRATION # 310649  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
FEBRUARY 28, 2021

APPENDIX A  
SCHEDULE OF COMPLIANCE

1. Upon execution of this Consent Order, responsibility, authorization, and liability to work in state waters that are within Section 2 of project boundary, shown on drawing titled, "Wellspring Subdivision – Wellspring Sec. 2 – Revised Wetland Permit Limits" dated 02/07/2017 will be transferred to:

Gibraltar Contracting, LLC  
Attn: James W. Atkins, Jr.  
115 Libbie Ave  
Richmond, VA 23226  
804-677-0321  
SCC # S2097113

2. Gibraltar Contracting, LLC must comply with all conditions of the Permit. All impacts to state waters shall cease by December 31, 2018.
3. Not later than 60 days after order issuance, Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall submit proof of purchase of 0.14 wetland credits from a DEQ-approved mitigation bank that is authorized and approved by DEQ to sell credits in the area in which the impacts occurred and has credits available (as released by DEQ) to achieve no-net-loss of existing wetland acreage and no-net-loss of function in all surface waters in accordance with 9 VAC 25-210-116.
4. Unless otherwise specified in this Order, Stoney Glen, L.L.C. and/or Gibraltar Contracting, LLC shall submit all requirements of Appendix A of this Order to:

Justin Brown  
Environmental Specialist  
VA DEQ – PRO Regional Office  
4949-A Cox Road, Glen Allen, VA 23060  
804-527-5054  
804-527-5106 (fax)  
Justin.Brown@deq.virginia.gov





**WILLIS RIVER MITIGATION BANK**

**BILL OF SALE**

**BILL OF SALE**, made as of February 24, 2017, by **WETLAND RESOURCE MANAGEMENT, L.L.C.** ("Seller"), and **STONEY GLEN LLC** ("Purchaser").

**WHEREAS**, Seller and Purchaser have entered into that certain Purchase and Sale Agreement as of February 3, 2017 (the "Purchase Agreement"), with respect to the sale by the Seller and purchase by the Purchaser of stream mitigation credits (the "Bank Credits") held in Seller's Willis River Mitigation Bank in Buckingham County, Virginia.

**NOW, THEREFORE**, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers and sets over to Purchaser, its successors and assigns, 0.14 Wetland Mitigation Bank Credits as such are described in the Purchase Agreement.

**TO HAVE AND TO HOLD** all such Stream Credits hereby sold and transferred to Buyer and its successors and assigns forever.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed by its duly authorized representative as of the date first above written.

**WETLAND RESOURCE MANAGEMENT, LLC**

By:   
George L. Bryant, III / Managing Member



**WILLIS RIVER MITIGATION BANK**

**AFFIDAVIT OF CREDIT SALE**

**WILLIS RIVER MITIGATION BANK** (the "Bank"), hereby certifies the following:

1. Pursuant to that certain Purchase and Sale Agreement dated February 3, 2017 (the "Agreement"), between WETLAND RESOURCE MANAGEMENT, LLC (as Seller) and STONEY GLEN LLC (as "Purchaser"), the Company, for the benefit of the Purchaser, agreed to sell 0.14 Wetland Mitigation Bank Credits (the "Bank Credits") to Purchaser;

2. The Seller and the Purchaser, as of the date hereof, have closed the transaction contemplated by the Agreement and the Seller has sold to Purchaser 0.14 Wetland Mitigation Bank Credits.

WITNESS the following signature:

**WETLAND RESOURCE MANAGEMENT, LLC**

By: George L. Bryant, III (SEAL)  
George L. Bryant, III / Managing Member

Date: 2/24/17

State of Virginia;  
County of Henrico

Sworn to and subscribed before me this 24<sup>th</sup> day of February, 2017,  
by George L. Bryant, III, Managing Member, on behalf of WETLAND  
RESOURCE MANAGEMENT, LLC.

My commission expires: 11/30/19

Marney L Titmus #282064  
Notary Public

